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12-27-1937

## Tacoma Automobile Dealer's Association and Retail Clerks International Protective Association, Local 1048, AFL (1937)

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## Tacoma Automobile Dealer's Association and Retail Clerks International Protective Association, Local 1048, AFL (1937)

### Location

Tacoma, WA

### Effective Date

12-27-1937

### Expiration Date

6-15-1939

### Number of Workers

145

### Employer

Tacoma Automobile Dealer's Association

### Union

Retail Clerks International Protective Association

### Union Local

1048

### NAICS

44

### Sector

Private

### Item ID

6178-009b130f044\_03

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# Articles of Agreement Between Retail Clerks' International Protective Association

(Affiliated with the American Federation of Labor)

and

## Tacoma Automobile Dealer's Association

This Agreement, made and entered into this 27th day of December, 1937, by and between the TACOMA AUTOMOBILE DEALERS' ASSOCIATION, Unit of the EMPLOYERS' ASSOCIATION OF WASHINGTON, Party of the First Part, hereinafter referred to as Dealer, and RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1048, of Tacoma, hereinafter referred to as Salesman, covering the employment of Retail automobile salesmen.

**Section 1.** Party of the First Part agrees to retain in their employ only members, or those if eligible who actually become members, of Local No. 1048, Retail Clerks' International Protective Association, within thirty days from date of employment, provided that members of Local No. 1048 who have been working for another Tacoma dealer shall receive the regular compensation immediately.

a. A new salesman shall receive but one thirty-day probation period.

b. When additional salesmen are required, preference will be given to members of Local No. 1048 providing they are qualified to meet the requirements of dealer.

c. Salesmen employed in specific special sales activity shall be members of Local No. 1048.

### Sec. 2. Closing Time and Holidays.

Dealer agrees that establishments under his jurisdiction in the City of Tacoma shall close at the following time:

All day on Sunday. All day on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; and at 6 P. M. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.

Salesmen shall be allowed in show room after 6 P. M. only on working days by Definite Appointment.

Local No. 1048 shall make every legitimate effort to require establishments not controlled by dealer to close as specified.

For the ten day period following the introduction of a new model, dealers' show rooms may remain open as late as dealer desires.

### Sec. 3. New Car Salesmen and Combination New Car and Truck Salesmen.

a. Minimum compensation shall be on the basis of 5% of f. o. b. factory list price plus accessories, excluding accessory installation, no trade-ins deducted where trade-in is involved, and 6% on clean deals. The minimum commission on cars having discount of 21% or 22% shall be \$30, and the minimum commission on cars having a discount of 20% or less shall be \$25.00. Any deal accepted by the Dealer is to be considered regular and no compromise on commission paid.

b. In the event of discount at change of model period, commission shall be paid on the factory f. o. b. list price plus accessories, excluding accessory installation, at the above rates, less actual discounts.

c. A drawing account of \$25 per week shall be paid

every Union salesman not later than noon on Saturday. Salesmen not on duty for the full week, excluding holidays, shall receive a proportionate amount. Commission in excess of drawing account shall be paid on or before the 10th of the following month. However, if salesman fails in any given month to earn the drawing account, then dealer may retain all commissions in excess of the weekly drawing account until the deficiency is repaid. A commission is earned only when actual delivery of car has been made.

c-1. To meet an economic emergency, during the period from December 31, 1937 to March 1, 1938, salesman's drawing account will be \$15 per week; provided dealer will employ no greater number of salesmen with \$15 per week drawing account than he had on November 10, 1937.

d. It will be a violation of this agreement to offer salesman flat rate or part commission on any deal whatsoever.

e. House sales are defined as those made by owner, manager, or salaried sales manager of a dealership. In addition to sales to members of dealer's family and employes, and to Federal, State, County and City Governments and to National Fleet Users, Dealer is allowed in any one month that number of house sales which will not exceed 5% of the total number of new cars sold that month where Dealer employs more than 3 salesmen; 25% where three salesmen are employed; 33 1-3% where two salesmen are employed and 50% where one salesman is employed; provided, that where salaried Sales Manager is employed and three or less salesmen are employed, house deals shall not exceed two cars per month. Commissions on all sales above these percentages are to be divided equally among all salesmen employed at time settlement is made in proportion to the time employed. Settlement is to be made quarterly. Salesman who may be assigned to secure sales to Federal, State, County and City Governments and National Fleet Users will receive two-thirds regular commission on such sales consummated when discount is given; otherwise full commission will apply.

f. No commission shall be charged back to salesman in the event of repossession or for any other reason except in the case of an inadvertent sale to a minor or misrepresentation and/or collusion on part of salesman.

g. In the event of the signed forfeiture of a deposit paid by a prospective purchaser of a car, the salesman securing such deposit is to be paid one-half of the forfeited deposit up to \$50. If more than \$50, salesman is to receive not more than the amount of

regular commission. In all cases, Dealer's proven expense is first to be deducted from the amount.

h. Dealer will provide for salesman at such times as he, the Dealer, deems necessary, a current model car to be used as a demonstrator. All repairs, gasoline and oil and maintenance of said car will be paid for by salesman. Dealer will make minimum allowance toward this expense at internal prices up to \$20 per month in the case of Chevrolet, Ford, Plymouth and Terraplane and \$25 per month in the case of cars of other makes. Labor shall be charged at \$1.75 per hour, parts 25% discount, oil 25c per quart for Eastern oil, gasoline station price less two cents per gallon, lubrications 75c and car wash \$1.00. Demonstrator is to be used for business purposes only, and salesman is legally responsible for any damage while car is in his charge. Dealer shall have the right to demand that all demonstrating cars be kept in proper condition at all times, and stored in a garage at night. Salesman will pay for reconditioning cost at the above internal rates necessary in preparation of demonstrator car for sale; provided that the maximum charge in the case of Chevrolet, Ford, Plymouth and Terraplane shall be \$20.00 and \$25.00 in the case of other makes.

i. In no case will the salesman be required to purchase demonstrator from Dealer.

j. It is compulsory that insurance coverage to protect the salesman against fire, theft, collision, public liability and property damage be written at lowest possible cost; such cost to be paid by salesman in equal monthly payments. Salesman is to pay for the first \$25.00 repair expense in case of collision damage.

k. Dealer shall not pay commission to any person who does not appear on his payroll as a regularly employed salesman.

l. Salesman shall be given his fair amount of floor time according to sales force.

m. No employe shall be discriminated against for any reasonable or legitimate Union activity.

n. It is a violation of this agreement for any dealer in the jurisdiction of this Local to consign new or used cars or used trucks to independent garages, service stations, parking lots or used car establishments not owned by Dealer.

#### Sec. 4. Used Car and Used Truck Salesmen

a. Minimum compensation shall be 6% of cash selling price, all trade-ins deducted, compensation computed on net difference, this rate to apply on net sales volume up to \$2,000 in any one month. When net sales volume in any one month exceeds \$2,000, minimum commission to be not less than 7% on total net sales volume. Minimum commission on the sale of any used car shall be \$5.00 excepting used cars sold as junkers and used cars sold at wholesale; provided that on used cars selling for \$300 or less commission shall be 5% no trade-ins deducted with minimum commission of \$5.00 and that the amount of net sales only will be a part of the \$2,000 mentioned above. In no event shall compensation exceed 7% trade-ins deducted.

b. A drawing account of \$25 per week shall be paid every Union salesman not later than noon on Saturday. Salesman not on duty for the full week, excluding holidays, shall receive a proportionate amount. Commission in excess of drawing account shall be paid on or before the tenth of the following month. However, if salesman fails in any given month to earn the drawing account, then Dealer may retain all commissions in excess of the weekly drawing account until the deficiency is repaid. A commission is earned only when actual delivery of car has been made.

b-1. To meet an economic emergency, during the period from December 31, 1937 to March 1, 1938, salesman's drawing account will be \$15.00 per week; provided Dealer will employ no greater number of

salesmen with \$15.00 per week drawing account than he had on November 10, 1937.

c. It will be a violation of this agreement to offer salesman flat rate or part commission on any deal whatsoever.

d. House sales are defined as those made by owner, manager, or salaried sales manager of a dealership. In addition to sales to members of dealer's family and employes, and to Federal, State, County, and City Governments, and to National Fleet Users, Dealer is allowed in any one month that number of house sales which will not exceed 5% of the total number of used cars sold that month where Dealer employs more than three salesmen; 25% where three salesmen are employed; 33 1-3% where two salesmen are employed and 50% where one salesman is employed; provided, that where salaried sales manager is employed and three or more salesmen are employed, house deals shall not exceed two cars per month. Commissions on all sales above these percentages are to be divided equally among all salesmen employed at time settlement is made in proportion to the time employed. Settlement is to be made quarterly. Salesmen who may be assigned to secure sales to Federal, State, County and City Governments and National Fleet Users will receive two-thirds regular commission on such sales consummated when discount is given; otherwise full commission will apply.

e. Dealer will permit used car salesmen to use a used car for business purposes only, at such times as he, the Dealer, deems necessary. If used car is out over night it must be kept in a garage. Salesman is responsible for any damage while car is in his charge.

e-1. It is compulsory that insurance to protect the salesman against fire, theft, collision, public liability and property damage be provided at lowest available cost, such cost to be paid by salesman in equal monthly payments. Salesman is to pay the first \$25 repair expense in case of collision damage.

f. No commission shall be charged back to salesman in the event of repossession or for any other reason except in the case of an inadvertent sale to a minor or misrepresentation and/or collision on part of salesman.

g. In the event of a signed forfeiture of a deposit paid by a prospective purchaser of a car, the salesman securing such deposit is to be paid one-half of the forfeited deposit up to \$50. If more than \$50, salesman is to receive not more than the amount of regular commission. In all cases, Dealer's proven expense is first to be deducted from the amount.

h. When a demonstrator is sold it is to be considered as a used car with regular freight and tax deductions. This only applies to bonafide demonstrators used in the Dealers' own establishments.

i. In no case will the salesman be required to purchase demonstrator cars.

j. Dealer shall not pay commission to any person who does not appear on his payroll as a regularly employed salesman.

k. Salesman shall be given his fair amount of floor time according to size of sales force.

l. No employe shall be discriminated against for any reasonable or legitimate Union activity.

m. It will be a violation of this agreement for any Dealer to consign new cars or used cars or used trucks to independent garages, service stations, parking lots or used car establishments not owned by Dealer.

#### Sec. 5. Combined New Car, New Truck, Used Car and Used Truck Salesmen

a. In dealership where salesmen are required to sell both new and used cars and trucks the provisions of agreement applying to new car and used car salesmen shall be in effect.



a-1. When a new demonstrator car is assigned or sold to used car salesmen, Dealer will allow up to \$15 per month toward the operating expense.

b. Salesman without Dealer's consent will not sell or promote any sales for any Dealer other than his employer.

Sec. 6. This agreement does not cover truck salesmen whose activities are confined 100% to truck sales.

Sec. 7. So that full compensation may be paid to salesmen, Dealer and salesmen mutually agree to uphold Tacoma established delivered prices of new motor vehicles.

Sec. 8. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purposes of this agreement.

#### Sec. 9. Mutual Protection

In consideration of all the foregoing agreements on the part of the Dealer, to be performed by him, Local 1048 hereby agrees to restrain and prohibit any and all of its members from in any manner violating any of the covenants, promises and agreements herein contained. It is understood that neither Party to this agreement will adopt any by-laws or rules affecting any part of this agreement.

a. Salesman shall not offer prospective purchaser of a car any discount nor over allowance, nor anything or value below the regular price which has not first been approved by Dealer.

Sec. 10. That in consideration of all the things hereinbefore stated, it is further agreed on the part of Local 1048 that its members will protect any and every agreement of whatever kind or character entered into between one Dealer and another as a Dealers' association, known as Tacoma Automobile Dealers' Association, where such agreement has for its purpose the mutual benefit of Local 1048 and Dealer. If said association shall place a penalty of any kind or character upon a member Dealer for violation of any agreement between such Dealers

and/or the terms of this agreement, and said Dealer fails, refuses or neglects to pay such penalty or fine; then in that event, Local 1048 agrees to prevent any member from working for said Dealer until a release, relinquishment, acquittal, or clearance is granted such Dealer by officers of said Tacoma Automobile Dealers' Association.

Sec. 11. Dealer is sole judge of the competency of salesmen.

Sec. 12. All grievances which may arise under this agreement shall be referred to the Manager of the Employers' Association of Washington, insofar as Dealer is concerned, and the Business Agent of Local 1048, representing Salesmen, insofar as Salesmen are concerned. Five working days, shall be considered ample time to arrange and hold committee meetings. In case matters in controversy cannot be settled in this manner, they shall be referred to a committee consisting of two members each of Dealers and Salesmen. The Dealers' committee shall consist of Dealers actively engaged in the automobile business and the Salesmen's Committee must be salesmen actively employed in Dealers' establishments. In case these parties should fail to reach an agreement within five days, they shall select by mutual agreement, a fifth person whose decision will be binding on all parties, and his decision shall be made not later than five days after the committee of four have failed to agree. The fifth person shall be selected from a source outside the automobile industry. A complaint shall be submitted in writing and a copy of the complaint shall be submitted to the Dealer against whom complaint is made.

This agreement shall be in effect until June 15, 1939, and shall remain in effect thereafter from year to year unless either party hereto shall give notice to the other party in writing of a desire to change or terminate the agreement. Such written notice shall be presented to the other party not less than thirty days prior to the termination date hereof. During such thirty-day period conferences shall be held looking toward a revision of this agreement. There shall be no cessation of work during such conferences.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1048 of Tacoma, Washington.

TACOMA AUTOMOBILE DEALERS' ASSOCIATION, Unit of the Employers' Association of Washington.

By.....  
President.

By.....  
Manager, Employers' Assn. of Wash.

By.....  
Secretary-Treasurer.

By.....  
Recorder.



U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

UNION AGREEMENTS

May 14, 1938

Mr. R. E. Bennatts, Secy.  
Retail Clerks' Int'l Protective Ass'n #1048  
Labor Temple, Room 305  
Tacoma, Washington

Clerks, Retail  
#1048  
Tacoma, Wash.  
June '39

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

Number of union members working under terms of agreement

Number of nonmembers working under terms of agreement

Branch of trade covered

Date signed

Date of expiration

Please check here if you wish the agreement returned

(Name of person furnishing information)

(Address)